

COMES NOW Defendant State Farm Mutual Automobile Insurance Company and for its Answer to Plaintiffs' Complaint states as follows:

- COUNT I**

5. Defendant adopts and incorporates by reference its answers to paragraphs 1-4 of Plaintiffs' Complaint as and for its answer to paragraph 5 of Count I of Plaintiffs' Complaint.
6. Defendant denies the allegations contained in paragraph 6 of Plaintiffs' Complaint.
7. Defendant denies the allegations contained in paragraph 7 of Plaintiffs' Complaint.
8. Defendant denies the allegations contained in paragraph 8 of Plaintiffs' Complaint.

9. Defendant denies the allegations contained in paragraph 9 and all subparts thereto of Plaintiffs' Complaint.

COUNT II

10. Defendant adopts and incorporates by reference its answers to paragraphs 1-9 of Plaintiffs' Complaint as and for its answer to paragraph 10 of Count II of Plaintiffs' Complaint.
11. Defendant denies the allegations contained in paragraph 11 of Plaintiffs' Complaint.
12. Defendant denies the allegations contained in paragraph 12 of Plaintiffs' Complaint.
13. Defendant denies the allegations contained in paragraph 13 of Plaintiffs' Complaint.
14. Defendant denies the allegations contained in paragraph 14 and all subparts thereto of Plaintiffs' Complaint.

COUNT III

15. Defendant adopts and incorporates by reference its answers to paragraphs 1-14 of Plaintiffs' Complaint as and for its answer to paragraph 15 of Count III of Plaintiffs' Complaint.
16. Defendant denies the allegations contained in paragraph 16 and all subparts thereto of Plaintiffs' Complaint.

COUNT IV

17. Defendant adopts and incorporates by reference its answers to paragraphs 1-16 of Plaintiffs' Complaint as and for its answer to paragraph 17 of Count IV of Plaintiffs' Complaint.
18. Defendant denies the allegations contained in paragraph 18 and all subparts thereto of Plaintiffs' Complaint.

AFFIRMATIVE DEFENSES

19. For further Answer and affirmative defense, Defendant states that Plaintiffs have failed to state a cause of action upon which relief can be granted against this Defendant.

20. For further answer and affirmative defense, Defendant states that the policy language bars recovery in part or in total due to the facts of this case and Defendant asserts all policy defenses contained within the policy at issue.
21. For further answer and affirmative defense, Defendant states that Defendant is entitled to any set off from any settlement or other monies received by plaintiffs relating to this loss pursuant to the applicable policy.
22. For further answer and affirmative defense, Defendant states that the burden of proof is on plaintiffs to prove and establish that an uninsured motorist driver was involved in the accident referred to in Plaintiffs' Petition.

WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant prays to be dismissed with its costs herein expended.

/s/ John P. Rahoy

John P. Rahoy #41896
BROWN & JAMES, P.C.
Attorneys for Defendant
800 Market Street, Suite 1100
St. Louis, Missouri 63101
(314) 421-3400
(314) 421-3128 (Fax)
jrahoy@bjpc.com

The undersigned hereby certifies that the above and foregoing pleading was filed electronically with the above-captioned Court, with notice of case activity to be generated and sent electronically by the Clerk of said Court to: mccloskeylaw@aol.com, Mark T. McCloskey, The Niemann Mansion, 4472 Lindell Blvd., St. Louis, MO 63108 this 8th day of September 2021. Pursuant to Rule 55.03(a), the undersigned further certifies that he signed an original of this pleading and that an original of this pleading shall be maintained for a period not less than the maximum allowable time to complete the appellate process.

/s/ John P. Rahoy
